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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT
CITY OF NEWTON
AND
NEWTON ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS



JULY 1, 2007 - JUNE 30, 2009

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THIS AGREEMENT is executed by the City of Newton, Iowa (hereinafter called "Employer") and Newton Association of Professional Fire Fighters (hereinafter called "Union").

ARTICLE 1 **INTENT AND PURPOSE**

Section 1. The Employer, the Union, and the Employee recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Newton, Iowa.

Section 2. The Employer, the Union, and the Employee further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of municipal government in the City of Newton.

Section 3. It is the intent and purpose of the parties to set forth an Agreement containing the negotiated understanding of the parties respecting wages, hours, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of a claimed grievance, and to prevent any strike, work stoppage, or other interruption of work or interference with the Employer's operation.

ARTICLE 2 **DEFINITIONS**

Section 1. A part-time Employee is one who is hired for a period of 20 hours per week or less. A part-time Employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement.

Section 2. A temporary Employee is one who is hired for a period of 120 consecutive calendar days or less. A temporary Employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement.

Section 3. A probationary Employee is one who has not completed one (1) year of continuous service with the Employer. During the probationary period, such Employee may be terminated at the discretion of the Employer and the Employer may otherwise discipline, layoff, or suspend such probationary Employee for any reason without cause.

Section 4. A regular Employee is an Employee other than a temporary Employee or a part-time Employee who has completed the probationary period.

Section 5. Except where the context clearly indicates otherwise, the word "Employee" when used in this Agreement shall be limited to mean "regular" Employee.

Section 6. Act shall mean the Iowa Public Employment Relations Act, Chapter 20, of the current Code of Iowa, as it may be amended from time to time.

ARTICLE 3

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for those Employees in the following described Unit as defined by the Iowa Public Employment Relations Board in Case Number 534, to-wit:

Fire Fighters

ARTICLE 4

HOURS OF WORK

Section 1. The normal work cycle for Employees is two hundred sixteen (216) hours during a twenty-seven (27) day period for an average of fifty-six (56) hours per week. The normal work year is 2,912 hours. The hourly rate of pay is calculated by dividing the annual salary by 2,912 hours.

Section 2. Employees assigned to the three crews will ordinarily work as follow:

1. One twenty-four (24) hour period on duty followed by two (2) consecutive twenty-four (24) hour periods off duty.
2. Twenty-four (24) hour periods shall begin at 7:30 o'clock a.m.

Section 3. It is understood and agreed that the work schedule for all Employees may be changed by the Employer in order to meet the Employer's requirements. The Employer shall give the Employee as much advance notice as possible of any major change in working hours and no Employee's hours may be changed arbitrarily.

Section 4. It is understood that the daily work schedule will not be arbitrarily changed. If a change in the daily work schedule is implemented, the City will meet with the Union to explain why a change is being implemented and attempt to work with the Union to resolve any problems associated with the change.

The trading time policy that currently exists shall remain in effect. However, the City reserves the right to make minor modifications, if necessary, and to revoke the privilege to individual members if they abuse the policy.

Section 5. An Employee who has completed his probationary period may be assigned to the day shift and will ordinarily work for 40 hours for a period not to exceed 90 consecutive calendar days. For the purpose of overtime pay, the hourly rate of pay is calculated by dividing the annual salary by 2,080 hours. Benefits will not be prorated.

Assignment to this day shift will be by seniority starting with lowest seniority and continuing to the highest. Changes may be made to this schedule by mutual agreement with the parties affected.

ARTICLE 5 OVERTIME

Section 1. All employees who work in excess of two hundred four hours (204) per work cycle shall receive overtime pay for the excess hours.

Section 2. All overtime must be authorized by management.

Section 3. Overtime for Employees will be compensated at the rate of one and one-half (1 - 1 /2) times the Employee's regular hourly rate of pay as defined by the FLSA requirements. Further, the number of hours used to calculate this rate shall include all hours including overtime as allowed by FLSA requirements and approved by the Department of Labor.

Section 4. All Employees are subject to being called back to work. All Employees called back to work in addition to their normal twenty-four (24) hour shifts will be paid for a minimum of three (3) hours overtime; however, said minimum shall be applied to an individual Employee only once in any twenty-four (24) hour period. If said Employee is recalled again within said twenty-four (24) hour period, the Employee recalled shall be paid a minimum of one (1) hour overtime for each such recall. Employees on 24 hour crew will be relieved as soon as the equipment is back in service and will receive overtime in thirty-minute increments.

Section 5. If the regulations specified in the Fair Labor Standards Act are revised or canceled, both parties will meet as soon as possible to resolve any conflicts. There will be no reduction in benefits by the City due to changes in the Fair Labor Standards Act. The City and the Union mutually agree that Starting on July 1, 2007, compensatory time earned by employees shall be capped at a maximum of 120 hours, with no hours to be accrued beyond 120 hours. To implement this cap there shall be a one-time buy out of any hours beyond the 120 hours by the City for hours held on July 1, 2007, to be included in the November 2007 compensatory time buyouts, which will be the last one.

The City and the Union mutually agree that computation for determining eligibility for "FLSA pay" shall be as follows:

The work cycle will be 27 days.

The maximum number of scheduled straight time hours during the work cycle will be 204 hours.

FLSA pay refers to an additional half-time pay for those scheduled hours actually worked that exceed the 204 straight time hours.

Hours not worked refers to hours taken off in the form of vacation, emergency leave, administrative leave or sick leave. Hours compensated as out of class hours (Acting Captain pay received) are counted as hours worked for FLSA computation.

Compensatory time taken off will not be counted as time not worked for the purpose of computing eligibility for FLSA pay.

Hours worked outside of scheduled work time will be compensated at time and one-half and will not affect eligibility for FLSA pay.

Traded work time does not affect eligibility for FLSA pay.

Section 6. Special Event. All employees working a special event to be paid minimal recall pay.

ARTICLE 6 HOLIDAYS

Section 1. Subject to and in accordance with the provisions of this Article, all regular and probationary Employees shall be granted holiday pay for the following: New Year's Day, President's Day (third Monday in February), Good Friday, Easter Sunday; Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving, Christmas Eve, and Christmas Day.

Section 2.

- a. This will be paid on the last payday of November for the period from January 1 to December 31 of the same year. An Employee who resigns between July 1 and December 1 shall be paid one-half (1/2) of the year's holiday pay. Any Employee who resigns must give at least two (2) weeks notice of the resignation to be eligible for holiday pay.
- b. A new Employee will be paid holiday pay pro-rated to the holidays worked.
- c. Payments made under this section shall be by separate check from the Employee's wage check.

Section 3. Employees are to be paid holiday pay at the rate of 0.107 of a month's salary for each three (3) holidays. Accordingly, the formula for calculating holiday pay shall be as follows:

$$\text{Monthly Salary}^* \quad \times \quad 0.107 \quad \times \quad 3.67^{**}$$

*includes longevity, education and hazmat pay

**number of holidays (11) divided by 3

Section 4. Employees who are scheduled to be off on a holiday and are recalled to work are to be paid at the rate of twice their regular hourly rate of pay in addition to their regular monthly salary, not to exceed twelve hundredths (0.12) of a month's salary. Any

Employee recalled to work on a holiday shall be paid for a minimum of three (3) hours at twice their regular hourly rate.

For purposes of this section, holiday shall mean 0001 o'clock to 2400 o'clock the same day.

Section 5. For purpose of this Article, an Employee's regular monthly salary shall be that salary set forth in Appendix A of this Agreement and the Employee's regular hourly rate shall mean and shall be computed by multiplying the regular monthly salary by twelve (12) and dividing by the number of hours normally worked per year.

Section 6. On New Year's Eve, all days from Section 1 of this Article and holidays that city offices are closed, Sunday routine will be followed by the bargaining unit. September 11th will be recognized as a day of remembrance and recognition of accomplishments from the past year. On September 11th there will be no training requirements.

ARTICLE 7 VACATIONS

Section 1. Employees start to earn vacation time from date of hire subject to and in accordance with the provisions of this Article, paid vacations will be granted to Employees pursuant to the following schedule:

An Employee who has worked:	shall be entitled to receive in each of their twice a month pay periods:
Less than 1 year	4 hours (= 96 hours annually)
1 year to less than 5 year	6 hours (= 144 hours annually)
5 years to less than 9 years	8 hours (= 192 hours annually)
9 years to less than 15 years	11 hours (= 264 hours annually)
Over 15 years	13 hours (= 312 hours annually)

Section 2. The purpose of a vacation is to enable the Employee to enjoy periodic rest from his regular job so that he may return to his work refreshed. Vacations will be considered earned as of the Employee's anniversary date.

- a. No Employee shall be entitled to vacation pay in lieu of vacation unless mutually agreed upon.
- b. Terminating Employees shall receive pay for earned but unused vacation after their anniversary date.

Section 3. Vacations will, so far as possible, be granted at times most desired by Employees so long as they do not conflict with the Employer's operations. The final right to determine vacation period is reserved exclusively to the Employer.

Employer reserves the right to delay Employee's vacation days if operations require it. If the Employer requires an employee to cancel a scheduled period of vacation from the first cycle vacation sign up, the Employee will receive one half hour for each hour of vacation the

Employee must cancel. Employer will determine if the additional time will be provided in the form of compensation on Employee's paycheck or as compensated time off of work. Canceled vacation is not forfeited, but must be rescheduled based on department's current vacation policy.

Section 4. Vacation Policy

- a. Vacation leave will be granted in accordance with the applicable policy setting forth length of vacation authorized. Vacation leave may be carried over from year to year. The employee may accumulate up to three (3) times their annual vacation accrual amount. A minimum of one shift notice is required on any vacation except for emergency leave.
- b. Vacation may begin on any assigned shift.
- c. Sign up for vacation periods will be by seniority.
- d. A roster of Union personnel only showing accrued vacation will be published annually and posted prior to the start of the earliest vacation sign up period.
- e. Vacation sign up will be accomplished in three (3) cycles.

1. Cycle #1 - December 1-31

This is the initial period in which personnel may select a single vacation slot consisting of no less than 48 hours (2 shifts) and no more than 120 hours (5 shifts). All vacation hours selected in this cycle will run consecutively.

2. Cycle #2 - January 1 - 15

This second period is for personnel opting to sign up remaining vacation time. The sign up may be divided into two (2) separate vacation periods consisting of no less than 24 hours each. All time in each period must run consecutively.

3. Cycle #3 - After January 15

This third period is for personnel who wish to sign up remaining vacation time on a first come, first serve basis. (Eight (8) hours minimum.)

- f. Longer vacation in accordance with the first sign up cycle may be taken with total crew approval.
- g. Personnel assigned to other than the 24 hour "on duty" 48 hour "off duty" will not be considered in the scheduling cycles of shift personnel.
- h. Personnel having questions about the vacation policy are urged to contact their shift officer for explanations. Shift officers will refer personnel to the Fire Chief on any questions they are unable to answer.
- i. Vacations longer than 10 consecutive shifts require approval from the Fire Chief.

ARTICLE 8
LEAVE OF ABSENCE

Section 1. Sick Leave

- a. Sick leave shall be earned at the rate of sixteen (16) hours per month of work with no maximum total accumulation.
- b. The Employer reserves the right to require a physicians signature for an absence due to sickness.
- c. Accumulated sick leave may be used by female Employees for absences necessitated by disabilities associated with pregnancy for up to eight (8) weeks or for the period of disability, whichever is less. Employee shall notify Employer within seven (7) calendar days of birth, miscarriage, etc., of when she expects to return to work, not to exceed forty-two (42) calendar days unless extended by physicians statement of necessity. If the Employee doesn't return on the date stated she will be determined to have voluntarily resigned from employment. Females who do not have sufficient accumulated sick leave to cover absences due to pregnancy, may be be entitled to leave under Section 5 – Family Medical Leave.
- d. Sick leave may be used by male Employees for absences necessitated by their need to assist their wives during child birth and in caring for their wife and child, and except in unusual circumstances, said leave shall not be granted for more than four twenty-four (24) hour shifts or ten eight and one-half (8-1/2) hour working days. In exceptional situations involving complications an additional four twenty four (24) hour shifts or ten eight and one-half (8-1/2) hour working days may be granted by the Fire Chief.
- e. To be eligible for sick leave payment an Employee shall notify the Employer as soon as possible but in any event prior to the starting time of the Employee's work day. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the Employee.
- f. Sick leave shall be used when an Employee is incapacitated by sickness or non-work related injury and the following shall apply:
 - 1. The hours the Employee is off will be charged against the Employee's sick leave account in full.
- g. Sick leave shall not be used in the event an Employee is injured while gainfully employed on non-city work.
- h. When an Employee has used his accumulated sick leave he may use his vacation time.
- i. Employees shall notify the Employer at the earliest time possible of when he can report back.

- j. If there has been no sick leave used during each fiscal quarter, the employee will be awarded \$100.00 per quarter as a sick leave bonus.

Section 2. Emergency Leave - Emergency leave applies to, but shall not be limited to the following situations: serious illness or injury of immediate family member, family crisis that jeopardizes a family unit, provided the employer believes it is of a sufficient serious nature to warrant time off, and any such other occasions that the Employer considers to be of an emergency nature. Emergency leave shall be granted not to exceed one twenty-four (24) hour shift or three eight and one-half (8-1/2) hour days, however, additional time may be granted upon request of the Employee and upon written approval of the Department Head. Time off will be deducted from the Employee's accumulated sick leave and in the event the sick leave has been used, the Employee may charge said time against vacation.

Section 3. Funeral Leave - In case of the death of a parent, sibling, spouse or child of the Employee, the Employee shall be allowed two (2) weeks time off with pay, however, said Employee may return sooner upon Employee's request.

In the case of the death of a person in the immediate family of an Employee, the Employee will be allowed time off with pay not to exceed three (3) consecutive calendar days. Any other such times off will be deducted from the Employee's accumulated sick leave, or in the event that is exhausted, from the Employee's remaining vacation. Immediate Family.

Includes: Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-children, step-father, step-mother, grandparents, grandchild, son-in-law, daughter-in-law, aunt, uncle, nieces and nephews.

Section 4. Unpaid Leave - A Department Head may grant a leave of absence, subject to Council approval, to an Employee for personal reasons and during such time off, said Employee:

- a) Receives no compensation.
- b) Does not earn vacation/sick leave.
- c) Does not receive sick leave benefits.
- d) Does not contribute to retirement programs.
- e) If an Employee is absent on such a leave for more than thirty (30) days, then the Employee must reimburse Employer for all group hospital and medical insurance premiums paid while on leave if coverage is desired to be continuous.

Section 5. Family and Medical Leave Act of 1993

1. An employee shall be granted up to twelve (12) weeks of Family and Medical Leave Act leave annually in accordance with federal law. Such leave shall be in conjunction with and not in addition to other available leave. Employees may use accrued, unused vacation and/or compensatory time leave if such FMLA leave is unpaid pursuant to Article 8, Leave of Absence. Eligible employees shall be provided up to 12 weeks of leave per year for the following reasons:

- a. To care for the employee's child after birth or placement for adoption or foster care.
 - b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
 - c. For a serious health condition that makes the employee unable to perform the employee's job.
2. For purposes of the Family and Medical Leave Act, eligible employees shall be those who have worked for the City for at least 12 months and worked at least 1,250 hours during the 12 months immediately preceding the start of the leave.
3. In all cases, applicable paid leave shall be substituted for unpaid leave, except that employees may retain 48 hours of vacation and/or 48 hours of sick leave, whichever is applicable.
4. For purposes of the Family and Medical Leave Act, a year shall be defined as a rolling 12 month period of time measured backward from the first date of the leave.
5. The employee must provide 30 days advance notice when the leave is foreseeable. When unforeseeable, notice shall be reasonable and practicable.
6. The City may require medical certification to support a request for leave because of a serious health condition. A fitness for duty certification shall be required prior to return to work. Second or third opinions shall be at the City's expense.
7. The employee's health coverage shall be maintained by the City during the leave.
8. Upon return from the leave, the employee shall be restored to his/her original or an equivalent position with equivalent pay, benefits, and other employment terms. There shall be no loss of any employment benefit that accrued prior to the start of the leave.
9. Administration of the Family and Medical Leave Act shall be in accordance with applicable Federal regulations.

ARTICLE 9 WAGES

Section 1. The regular monthly rates of pay for Employees are set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. After working out of class for twelve (12) or more hours, an employee shall receive entry-level Captain's pay retroactive to the first hour.

ARTICLE 10 INSURANCE

Section 1. The Employer shall maintain, at no cost for each Employee, employee only coverage, for a health and accident insurance policy as shown in Appendix B, Low PPO Deductible Plan . The Employer will also pay the administration cost to implement and maintain each plan. The following is a summary of the plans and complete plan details are listed in the Summary Plan Description (SPD). Low PPO Deductible Plan will be considered the base plan upon which all references will be made. The Employer will provide the five (5) options for insurance as listed in Appendix B. The fifth option is an "opt out" of coverage provision. The City shall provide a copy of an updated Appendix B annually, when premium rates are known.

Listed below is a brief description of each plan.

Low PPO Deductible Plan. This plan is considered the base plan. There is no cost for an employee only to be on this plan. If an employee adds spouse, child(ren) or family the employee would pay ten percent (10.0%) of the child(ren) or family portion of the premium each month excluding the single or employee only coverage.

Medium PPO Deductible Plan. This plan is designed so that the employee makes no monthly contribution toward the monthly premium for any of the coverage options, ie. spouse, child(ren) or family. Increases have been made in the deductibles, out-of-pocket and physician visit co-pays to reflect the employee's non-participation in the monthly premium.

High PPO Deductible Plan. This plan is designed so that the employee makes no monthly contribution toward the monthly premium for any of the coverage options, ie. Spouse, child(ren) or family. Increases have been made in the deductible, out-of-pocket and physician visit co-pays to reflect the employee's non-participation in the monthly premium.

H.S.A Plan. This plan is available only as a single employee or as a family plan. Just adding a spouse or child(ren) is not available. Employees selecting employee only coverage shall have the appropriate amount deposited in a Health Savings Account (H.S.A.) on a monthly basis by the Employer. Employees selecting family coverage shall have the sum of the two (2) amounts deposited in a H.S.A. account on a monthly basis by the Employer.

Opt Out Option. This is an Opt out option and may be selected only if the employee provides acceptable proof of reasonable medical coverage via a spouse or other means. Employees selecting this plan shall receive 50% (1/2) of the amount shown for employee only coverage listed under Low PPO Deductible Plan. The employee would receive this amount on a monthly basis via their paycheck.

In addition, the Employer will provide a \$20,000 term life insurance policy on the Employee. Employee is able to purchase additional life insurance on a voluntary basis provided the employee pays the additional premium. The limits for additional life insurance coverage will be in accordance with the rules and regulations set forth by the insuring company.

Prior to any change in existing benefit coverage the Employer agrees to meet and confer with the Union. No changes will be made until the Employer and Union agree to the changes.

Employer will meet with the Union on an annual basis to present any changes proposed in the City insurance premium costs and address questions or concerns raised by the Union regarding health care trends, utilization and costs.

Section 2. Employees desiring to participate in family, or single, coverage must enroll at the time the group enrolls, at the original institution of the plan. Those Employees failing to do so at that time will be permitted to enroll only in accordance with the underwriting rules of the insurance company in effect at that time.

Section 3. Insurance Committee / Health Care Task Force. The Employer and the Union agree to the formation or continuation of a committee or task force during the term of this contract which will evaluate the current health benefit package offered by the City. The number of members on the committee or task force from the Union will be similar to the number represented by other departments and unions within the City. The committee or task force will make non-binding recommendations for any modifications to the health benefit package.

Section 4. The City shall implement medical reimbursement, dependent care reimbursement and pre-tax premium accounts. The City shall pay the monthly fee for those who sign up for each pre-tax option account with a minimum of \$25.00 per month for each account.

Section 5. The City shall establish a committee to promote wellness. The number of members on the committee from the Union will be similar to the number represented by other departments and unions within the City if the Union so desires.

ARTICLE 11 **GRIEVANCE PROCEDURES**

Section 1. A grievance is defined as any dispute or disagreement arising between the parties as to the application, or interpretation of, or compliance with the terms of this Agreement. The Employer and the Union agree that every effort will be made to settle such grievance promptly, in the lowest step possible, as outlined below. For purposes of this article, working days shall be defined as Monday through Friday, exclusive of scheduled holidays.

Section 2. The grievance procedure shall be as follows:

- Step 1.** The grievance shall be presented orally for discussion between the appropriate supervisor and the Employee within seven (7) calendar days after the Employee could have had knowledge of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his answer to the aggrieved Employee within five (5) working days after such conference. The failure of the supervisor to reply within said five (5) working day period shall be deemed a denial of the grievance, which may then be appealed to the next step.
- Step 2.** If such grievance is not resolved in Step 1, aggrieved Employee may appeal. The Employee and/or his steward shall, within five (5) working days following completion of Step 1, present the grievance in writing to the Department Head or his designated representative. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The Department Head or his representative shall investigate the grievance, discuss it with the Employee and his steward, and issue a decision in writing within a period of five (5) working days. The failure of the Department Head or his representative to issue a written decision within said five (5) working days shall be deemed a denial of the grievance, which may then be appealed to the next step.

Step 3. A grievance not settled in Step 2 may be appealed. The Employee and/or his steward shall, within five (5) working days of receipt of the decision specified in Step 2, or, if no written decision was made then within five (5) working days after such decision could have been issued, present the grievance in writing to the City Administrator. A meeting concerning the grievance shall be held within five (5) working days unless the time is extended by mutual agreement. This meeting shall be closed to the public. The City Administrator shall investigate the grievance and issue a decision in writing within five (5) working days. The failure of the City Administrator to issue a written decision within said five (5) working days shall be deemed a denial of the grievance, which may then be appealed to the next step.

Step 4.

- A.** If the grievance is not settled in Step 3, this matter may be appealed to arbitration by written notification to the Employer by certified mail within five (5) working days of receipt of the decision specified in Step 3, or, if no written decision was made then within five (5) working days after such decision could have been issued.
- B.** The arbitrator shall be agreed upon by the Employer and the Union. Failure to agree on an arbitrator within five (5) working days following notice of appeal to arbitration, either party may request the current PERB list of arbitrators and mediators created under ICA 20.6(3) (2006) to name five (5) arbitrators. From this list the Union shall first strike the names of two (2). The Employer shall then strike the names of two (2). The person whose name remains on the list shall be the designated arbitrator and his decision shall be final and binding.
- C.** The arbitrator's decision must be based upon the interpretation of the provisions of this Agreement and he shall have no power to add to, take from, amend, modify or alter this Agreement.
- D.** It is agreed that the arbitrator can act only on one grievance at one time and they shall not be grouped or combined, unless mutually agreed to by both parties. Each party shall bear the expenses of preparing and presenting its case in arbitration. The cost of the impartial arbitrator and any other expense mutually incurred shall be borne equally by the parties hereto.
- E.** The arbitrator shall not have power to accept or to decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission. (Chapter 400, of the current Code of Iowa) The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the aggrieved Employee. Any matter, which is properly heard by the Civil Service Commission shall be presented to the Commission at Step 4, rather than the City Council.

ARTICLE 12
CERTIFICATION AND LICENSES

Section 1. If an Employee is required to obtain and maintain a state chauffeurs license, the Employer will reimburse the Employee the cost of the licenses and will pay the cost of renewal of such license on a four (4) year basis. If, however, the Employee quits or is terminated before the expiration of two (2) years of the license period, then the Employee shall have deducted from his final pay the value of the remaining period of the unexpired license. This section shall not apply in cases of retirement or layoffs.

Section 2. As long as the Fire Department continues to operate an ambulance service, it shall be a requirement for all new Employees hired by the Employer to attend classes or schooling and complete and pass the EMT-B written examination and practical examination as soon as may be practical or scheduled by Employer. Those employees wishing to advance their certification to EMT-P, EMT-PS, EMT-CCP will be allowed to do so provided this meets the approval of the Fire Chief.

All current Employees who are certified EMT-B's shall renew their certificates while employed by Employer and hereby agree to do so, and Employer hereby agrees to pay the cost of any recertification. Any schooling or instruction required of Employees other than newly hired Employees who have not yet been certified EMT's shall be completed during the Employee's normal working hours or said Employee shall be given equivalent time off or paid overtime for attending classes if said classes are other than during this scheduled shift. It is agreed and understood that Employees may, from time to time, be scheduled on different shifts so that said schools or instruction can take place during their scheduled working hours.

Section 3. The Fire Department agrees to reimburse employees who are hired on or after July 1, 2007 when they successfully complete the EMT-PS program and acquires the National certification. The reimbursement will include class tuition, books and other materials required for the class. The employee agrees to remain employed with the fire department for a minimum of three year after attaining his/her certification.

In the event the Employee voluntarily resigns from the Fire Department without having served for at least three years, following completion of certification, the employee shall reimburse the City for total certification expenses incurred per the following Schedule:

- a. The amount of reimbursement shall be determined as follows:
 - (1) If an employee resigns less than one year following completion of certification, one hundred percent of the total expenses.
 - (2) If an employee resigns one year or more but less than two years after completion of certification, fifty percent of the total expenses.
 - (3) If an employee resigns two years or more but less than three years after completion of certification, thirty-five percent of the total expenses.

If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the City for any unpaid certification costs owed. At the end of three years of service after certification, the amount owed for certification expenses by Employee shall be zero dollars.

ARTICLE 13
HEALTH AND SAFETY

Section 1. Any Employee operating a motor vehicle or other equipment shall immediately report any defect in said equipment, or the absence of any equipment or supplies in said equipment to the supervisor.

Section 2. Employees shall use equipment furnished by the Employer properly and shall return to the Employer any equipment issued to the Employee at such time as the employment is terminated.

Section 3. Minimum Physical Standards. The Bargaining Unit and the City agree to maintain a minimum physical standards program for all individuals represented by the bargaining unit. The City agrees to work with a liaison employee, appointed by the Union, to work out the details of the program based on the testing procedure recommended by the *National Aerobics Institute*. The liaison employee will remain informed on new health matters concerning testing and may recommend changes.

The City agrees to send the Union-appointed liaison employee to the *National Aerobics Institute*, in Dallas, Texas, to gain knowledge and expertise concerning minimum physical standards.

The City agrees to provide qualified counseling and guidance to assist employees in meeting the minimum physical standards if needed.

An individual who meets the minimum physical standards as prescribed will not be required to participate in any mandatory exercises. (An individual must fail two fitness tests in a row before any mandatory exercise program will be implemented.)

The City agrees to pay a fitness course or club membership up to \$120.00 per fiscal year per member, or provide other such programs that both parties shall agree upon.

Section 4. Testing will be done twice annually. After successfully passing all portions of said test, the employee will be given the option of either one day's pay (24 hours) or one day off (24 hours) to be used before the next testing period.

Section 5. The Employer and the Union agree to form a task force consisting of two management and two bargaining unit employees. The task force will evaluate the current minimum physical fitness standards and research other programs to determine if a more effective minimum physical fitness standards program could/should be implemented. The task force recommendation is non-binding. Any changes in the current minimum physical fitness standards will be made by mutual agreement.

ARTICLE 14 PHYSICAL EXAMINATIONS

Section 1. Employees who have not yet reached the age of forty (40) years may request and receive permission to have a physical examination at Employer's expense on an off-duty day during each three (3) year period, to be administered by the Employee's family physician.

Section 2. The Employer shall schedule and pay for a physical examination for each regular employee who is forty (40) years of age or older, on an off-duty day during each three (3) year period. The Employer shall select the physician, but may honor a request to utilize the Employee's family physician. The Employee shall report for the physical examination when it is scheduled.

Employer shall identify minimum testing/examination requirements for both voluntary and involuntary physical exams under direction of the department's medical director. The basic exams will consist of a hearing test, basic lab test—both blood and urine, basic eye exam, and a regular sports physical. If any of these basic exams indicate that a more thorough exam or test is needed, the physician will document this. Once documented, the employee will have these exams or tests completed.

Section 3. The Employee agrees to comply with the recommendation of the physician who performs the physical examination; provided it is the usual and accepted medical treatment.

Section 4. The Employee agrees to give the physician a patient's waiver so that a complete physical report can be made to the Employer. The physician shall provide a copy of the report to the Employee. Said report shall be used only for purposes related to the Employee's job with the City.

ARTICLE 15 LIMITATIONS

Section 1. Should any portion of this Agreement be rendered invalid by State or Federal Legislation or Court Action, the remainder of the Agreement shall remain in full force and effect for the life of this Agreement.

ARTICLE 16 MANAGEMENT RIGHTS

Section 1. The Employer shall have the rights granted by Section 20.7 of the current Code of Iowa set forth as follows:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of government operations.

5. Relieve public employees from duties because of lack of work or other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such action as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE 17 EMPLOYEE RIGHTS

Section 1. The Employee shall have the rights granted to them by Section 20.8 of the current Code of Iowa set forth as follows:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in any other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as such activity is not prohibited by this chapter or any other law of the state.
4. Refuse to join or participate in the activities of the employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

ARTICLE 18 DUES

Section 1. The Employer agrees to deduct Union membership dues for the Union in a specific dollar amount twice each month from the pay of those Employees who individually request in writing such deduction be made. Authorization delivered to the Employer at least ten (10) days prior to the first day of the succeeding month shall become effective on the first day of succeeding month. Any change in the check-off shall be requested by the individual in writing.

Section 2. Check-off monies will be deducted from each pay check and shall be remitted to the Union within ten (10) days after the deductions have been made.

Section 3. The Employer will not deduct dues beginning the first day of the month after which the Employee is no longer a part of the bargaining unit. An Employee may voluntarily cancel or revoke the authorization for check-off upon thirty (30) days notice in writing to the Employer and to the Union.

Section 4. The Employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article and the Union and the Employees agree that the Employer shall be saved harmless for deduction made in conformance with the written authorization.

ARTICLE 19 **MISCELLANEOUS**

Section 1. It shall be the duty of the Employer to provide all cooking utensils, dishes and plates.

Section 2. The Employer shall furnish a bulletin board for the posting of notices of Union meetings, Union elections, Union business, and any material pertaining to Union activities in the Fire Department.

Section 3. Employees may review personnel files including infraction reports in their personnel files upon request and respond in writing. The reports and any responses thereto shall be a part of the personnel files for a period not to exceed five (5) years. Evaluation reports and other materials which may be considered in promotional proceedings will be reviewed with each Employee approximately once each year. Employees shall date and initial all reports. All information placed in the personnel file regarding any Employee shall be first shown to that Employee and a copy made available to that Employee.

Section 4. Prescription safety glasses which are lost or destroyed in the performance of duties as required by departmental policy, will be paid for by Employer upon request, not to exceed \$200.00 unless otherwise approved by Shift Commander.

A claim for reimbursement shall be made as soon as practical, upon forms provided by the Employer and shall be submitted to the Employee's immediate supervisor. The claim shall include a complete description of how the damage to the property occurred, a basis to establish the actual value of the property damaged, and shall be signed by the Employee.

Section 5. No Employee shall become involved in any activity which required so much of his time that it impairs his attendance or efficiency in the performance of his duties or which has to do with sales or service of equipment and the services related to ambulance or fire detection, prevention, or suppression.

Section 6. Official Witness Procedures - The City agrees to pay an employee who is not on-duty minimal recall pay acting in an official job related capacity as a witness authorized by the Fire Chief and or City Attorney. The City retains the right to make scheduling changes as it sees fit to accommodate scheduling of an official witness. If such scheduling changes involve moving an individual from shift to days, the City agrees to return the individual to his shift schedule as soon as conveniently possible.

Section 7. Interest-Based Bargaining - Union agrees to pursue the possibility of using interest-based negotiations including participation in a training session.

ARTICLE 27
WHOLE AGREEMENT

Section 1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity to make requests and proposals with respect to all areas of collective bargaining not removed by law from the area of collective bargaining. Accordingly, this Agreement and the attachments and appendices referenced in the body of the Agreement constitutes the sole and entire existing Agreement between the parties, and supersedes all prior Agreements and Letters of Understanding.

The parties agree to a pay increase of:

3.25% in the 1st year (2007-2008), and
3.25% in the 2nd year (2008-2009)

The parties agree to the attached Appendix A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2006.

CITY OF NEWTON

BY: 
Mayor: Charles Allen

BY: 
City Administrator: David L. Watson

NEWTON ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

BY: 
President:

BY: 
Vice President:

BY: 
Secretary/Treasurer:

Appendix A.
Monthly Fire Department Salaries

Effective
July 1, 2007

	Firefighter	Firefighter EMTPS	Firefighter EMTCCP
Start	2,898	2,957	2,987
1 year	3,286	3,344	3,374
2 years	3,741	3,799	3,829
4 years	3,949	4,010	4,040
6 years	4,003	4,061	4,091

Effective
July 1, 2008

	Firefighter	Firefighter EMTPS	Firefighter EMTCCP
Start	2,992	3,053	3,084
1 year	3,393	3,452	3,483
2 years	3,863	3,922	3,953
4 years	4,077	4,140	4,171
6 years	4,133	4,193	4,224

Longevity Scale

In addition to salaries, as stated above, eligible bargaining unit employees will receive longevity pay based on the following scale:

Longevity	Monthly
6 Years	\$15.00
8 Years	25.00
10 Years	35.00
12 Years	45.00
14 Years	55.00
16 Years	65.00
18 Years	75.00
20 Years	85.00
22 Years.....	95.00
24 Years.....	105.00

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